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DOC # 0752457
10/20/2009 12:20 PM Deputy: KE
OFFICIAL RECORD
Requested By:
ALLING & JILLSON

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

ALLING & JILLSON, LTD.
Post Office Box 3390
Lake Tahoe, NV 89449-3390

Douglas County - NV
Karen Ellison - Recorder

Page: 1 of 5 Fee: 18.00
BK-1009 PG- 3920 RPTT: 0.00



Pursuant to NRS 239B.030, I, the undersigned, affirm that this document submitted for recording does not contain the social security number of any person or persons.

Linda H. Pascotto
LINDA H PASCOTTO

ENCROACHMENT AGREEMENT

This ENCROACHMENT AGREEMENT (the "Agreement") is entered into and effective as of October 16, 2009, by and between LINDA H. PASCOTTO, as Trustee of THE LINDA HALDAN PASCOTTO REVOCABLE TRUST (hereinafter "PASCOTTO") as owner of that certain real property located in the County of Douglas, State of Nevada, commonly known as 1186 Highway 50, Zephyr Cove, Nevada and identified as Assessor's Parcel Number 1418-34-301-006 (hereinafter the "PASCOTTO PARCEL"), and JAMES H. NUNNALLY II AND CAROLYN NUNNALLY, as Trustees of THE NUNNALLY 1998 TRUST (hereinafter "NUNNALLY"), and as owner of that certain real property located in the County of Douglas, State of Nevada, commonly known as 1182 Highway 50, Zephyr Cove, Nevada and identified as Assessor's Parcel Number 1418-34-301-004 (hereinafter the "NUNNALLY PARCEL"), on the basis of the following facts and constitutes a contract for encroachment.

WHEREAS, PASCOTTO is the owner in fee simple of the PASCOTTO PARCEL and NUNNALLY is the owner in fee simple of the NUNNALLY PARCEL; and

WHEREAS, a rock breakwater from the PASCOTTO PARCEL encroaches on the adjacent NUNNALLY PARCEL (referred to herein as "Encroachments"). The location of said Encroachments are legally described on Exhibit "A", attached hereto and incorporated herein by this reference; and

WHEREAS, PASCOTTO would like the consent of NUNNALLY to continue the Encroachments.

NOW THEREFORE, in consideration of mutual covenants and promises of the parties hereto, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. NUNNALLY hereby acknowledges and consents to the existence of the Encroachments.
- 2. PASCOTTO agrees that PASCOTTO will cause no further encroachments to be made.
- 3. PASCOTTO agrees that, should the Encroachments be structurally altered, ordinary repairs excepted, the alterations will be done so that the structure will not encroach at all or further on the NUNNALLY PARCEL after the alterations.
- 4. PASCOTTO agrees to indemnify NUNNALLY from and against any and all expenses, damages, claims, demands, actions or judgments which may arise or be brought by reason of the Encroachments.
- 5. This Agreement shall run with the land and be binding on the heirs, executors, administrators, successors and assigns or the parties.

IN WITNESS WHEREOF, the parties hereto have set their hand on the day and date first above written.

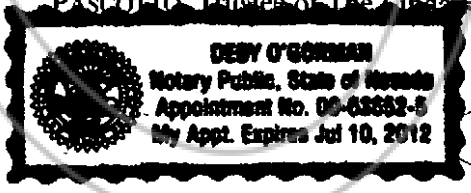
PASCOTTO:

Linda H. Pascotto

 LINDA H. PASCOTTO, TRUSTEE OF THE LINDA HALDAN
 PASCOTTO REVOCABLE TRUST

STATE OF NEVADA)
) ss.
 COUNTY OF DOUGLAS)

This instrument was acknowledged before me on ~~September~~ ^{October} 14, 2009, by LINDA H. PASCOTTO, Trustee of The Linda Haldan Pascotto Revocable Trust.



Debby O'Gorman

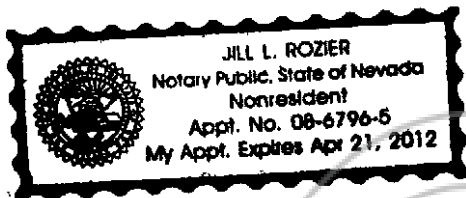
 NOTARY PUBLIC

NUNNALLY:

James H. Nunnally, Trustee
JAMES H. NUNNALLY II, TRUSTEE OF THE NUNNALLY
1998 TRUST

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on ^{OR} ~~September~~ October 16, 2009, by JAMES H. NUNNALLY II, Trustee of The Nunnally 1998 Trust.

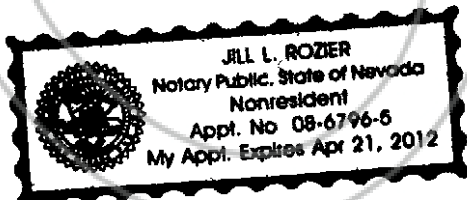


Jill L. Rozier
NOTARY PUBLIC

Carolyn Nunnally, Trustee
CAROLEYN NUNNALLY, TRUSTEE OF THE NUNNALLY
1998 TRUST

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on ^{OR} ~~September~~ October 16, 2009, by CAROLYN NUNNALLY, Trustee of The Nunnally 1998 Trust.



Jill L. Rozier
NOTARY PUBLIC

EXHIBIT "A"

September 2, 2009
09108

DESCRIPTION
Rock Breakwater - Nunnally
APN 1418-34-301-004

All that real property situate in the County of Douglas, State of Nevada, described as follows:

All that portion of the Northeast ¼ of the Southwest ¼ of Section 34, T14N, R18E, M.D.M, more particularly described as follows:

Beginning at a point on the Northerly line of the Nunnally property which bears North 89° 53' 00" West 571.44 feet from the Northeast corner of said property as described in that certain Grant Deed filed for record on June 25, 2002, in Book 0602, Page 08362, as Document No. 0545558;

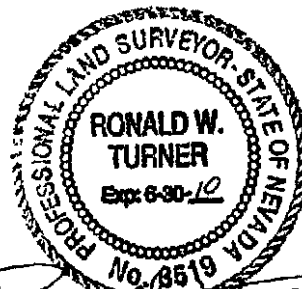
- thence South 19° 57' 18" West 0.99 feet;
- thence South 84° 07' 52" West 23.41 feet;
- thence South 87° 26' 13" West 30.23 feet;
- thence South 71° 47' 42" West 4.80 feet;
- thence North 89° 43' 53" West 29.46 feet;
- thence South 87° 56' 22" West 21.96 feet;
- thence South 15° 01' 42" West 2.62 feet;
- thence North 69° 13' 14" West 13.07 feet;
- thence North 51° 59' 52" West 8.09 feet;
- thence South 89° 53' 00" East 129.06 feet to the Point of Beginning.

Containing 638 sq. ft., more or less.

The Basis of Bearing for this description is the above referenced Record of Survey filed for record as Document No. 705465.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: Turner & Associates, Inc.
Land Surveying
P.O. Box 5067
Stateline, NV 89449



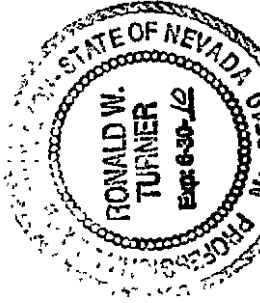
Ronald W. Turner

JA TURNER & ASSOCIATES, INC.

LAND SURVEYING

(775) 588-5658 FAX (775) 588-9296
 308 DORLA COURT, SUITE 203 ROUND HILL, NV. 89448,
 P.O. BOX 5067 - STATELINE, NEVADA 89449

APN 1418-34-301-004 AND 1418-34-301-006
 DOUGLAS COUNTY, NEVADA
 SEP. 2009 09108



Ronald W. Turner

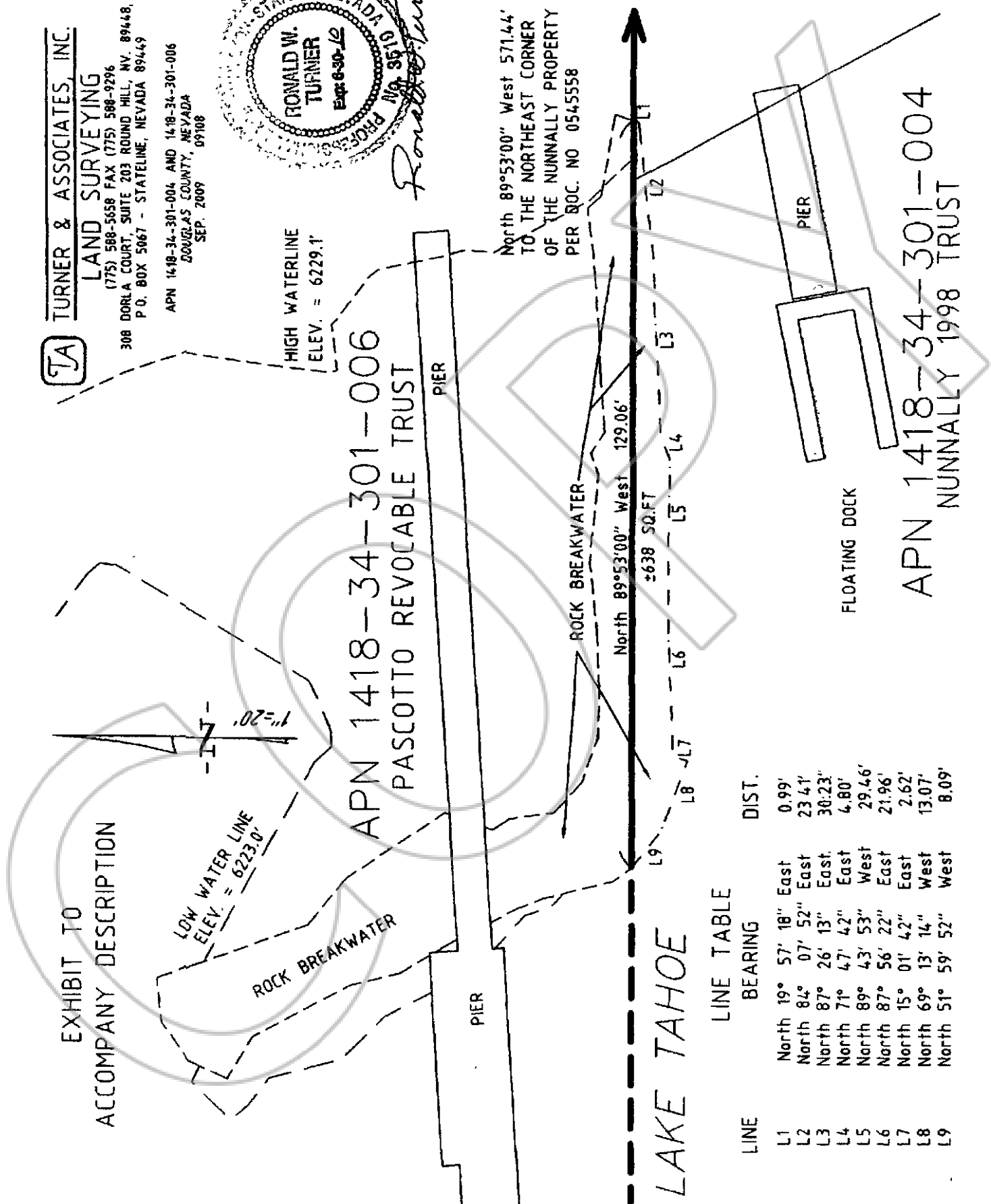
EXHIBIT TO
 ACCOMPANY DESCRIPTION

LOW WATER LINE
 ELEV. = 6223.0'

HIGH WATERLINE
 ELEV. = 6229.1'

APN 1418-34-301-006
 PASCOTTO REVOCABLE TRUST

North 89°53'00" West 571.44'
 TO THE NORTHEAST CORNER
 OF THE NUNNALLY PROPERTY
 PER DOC. NO 0545558



LAKE TAHOE

LINE	BEARING	DIST.
L1	North 19° 57' 18" East	0.99'
L2	North 84° 07' 52" East	23.41'
L3	North 87° 26' 13" East	30.23"
L4	North 71° 47' 42" East	4.80'
L5	North 89° 43' 53" West	29.46'
L6	North 87° 56' 22" East	21.96'
L7	North 15° 01' 42" East	2.62'
L8	North 69° 13' 14" West	13.07'
L9	North 51° 59' 52" West	8.09'

ROCK BREAKWATER

North 89°53'00" West 129.06'

+638 SQ.FT

PIER

FLOATING DOCK

APN 1418-34-301-004
 NUNNALLY 1998 TRUST